

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

----- X  
JOSEPH MOHABIR,

Plaintiff,

-against-

POWER COOLING INC.,

Defendant.  
----- X

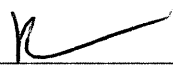
:  
:  
: **24 Civ. 00843 (HG)**  
:  
:

: **NOTICE OF ACCEPTANCE**  
: **OF OFFER OF JUDGMENT**  
:  
:

**PLEASE TAKE NOTICE** that pursuant to Rule 68 of the Federal Rules of Civil Procedure, Plaintiff Joseph Mohabir hereby accepts the attached Offer of Judgment of Defendant Power Cooling Inc., dated and served April 3, 2024.

Dated: New York, New York  
April 17, 2024

MENKEN SIMPSON & ROZGER LLP

By:   
\_\_\_\_\_  
Bruce E. Menken, Esq.  
80 Pine Street, 33<sup>rd</sup> Floor  
New York, NY 10005  
Office: 212-509-1616  
Cellular: 973-432-1122  
bmenken@nyemployeeelaw.com  
*Attorneys for Plaintiff*

To: Gianfranco J. Cuadra, Esq.  
Louis Pechman, Esq.  
Pechman Law Group PLLC  
488 Madison Avenue, 17th Floor  
New York, New York 10022  
Tel.: (212) 583-9500  
cuadra@pechmanlaw.com  
pechman@pechmanlaw.com  
*Attorneys for Defendant*

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

$$\begin{matrix} -X \\ \vdots \\ \vdots \\ \vdots \\ \vdots \\ \vdots \\ \vdots \\ \vdots \\ -X \end{matrix}$$

24 Civ. 00843 (HG)

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendant Power Cooling Inc. (“Defendant”), by its attorneys at Pechman Law Group PLLC, hereby offers to allow judgment to be taken against it in favor of Plaintiff Joseph S. Mohabir in the gross sum of Twenty-Three Thousand Dollars and Zero Cents (\$23,000.00) (the “Payment”) in full and final settlement of all of Plaintiff’s claims against Defendants in this Action, including but not limited to those for unpaid overtime wages, prevailing wages, liquidated damages, statutory damages, interests, attorneys’ fees and costs, and all other claims arising out of or related to the facts and transactions alleged or that could have been alleged in the above-captioned action and any other possible claim by Plaintiff against Defendant as set forth below.

it shall be construed in any manner whatsoever as either an admission of liability on the part of any Defendant or an admission that Plaintiff has suffered any damages.

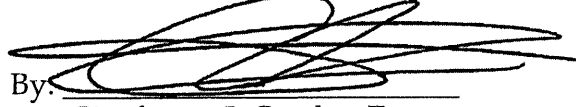
Acceptance of this Offer of Judgment will act to release and discharge Defendant, including all of its successors, predecessors, and parent and affiliated entities, and including all of its and their respective owners, board members, managers, officers, insurers, agents, and assigns (together, the "Releasees"), from any and all claims that Plaintiff alleged or could have alleged in the above-referenced action concerning or arising out of the payment of wages under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, the New York Labor Law, the New York Wage Theft Prevention Act, including any claims for unpaid prevailing wages under any theory, including third-party beneficiary to a contract theories. The foregoing release further includes, but is not limited to, any and all claims under the New York State Human Rights Law, the New York City Human Rights Law, Title VII of the Human Rights Act of 1964 as amended, the New York State and City Sick and Safe Leave Law, the Family Medical Leave Act, the New York State Paid Family Leave Act, the Employee Retirement Income Security Act of 1974 as amended, the federal and New York State Worker Adjustment and Retraining Acts, and all other federal, state, and local statutory, common law, admiralty, and equitable claims, whether known or unknown and whether asserted or unasserted, concerning or arising out of Plaintiff's employment or alleged employment with Defendant and/or Releasees or otherwise. Acceptance of this offer of judgment will also operate to waive Plaintiff's right to any claim of interest on the amount of the judgment.

This Offer of Judgment is made pursuant to the provisions of Rule 68 of the Federal Rules of Civil Procedure and shall be deemed withdrawn unless Plaintiff serves written notice of acceptance within fourteen (14) days of the date on which this Offer of Judgment

was served. Any evidence of this Offer of Judgment shall be inadmissible except in any proceeding to enforce its terms.

Dated: New York, New York  
April 3, 2024

PECHMAN LAW GROUP PLLC



By: \_\_\_\_\_  
Gianfranco J. Cuadra, Esq.  
Louis Pechman, Esq.  
488 Madison Avenue, 17th Floor  
New York, New York 10022  
Tel: (212) 583-9500  
cuadra@pechmanlaw.com  
pechman@pechmanlaw.com  
*Attorneys for Defendant*

To: Bruce E. Menken, Esq.  
Menken Simpson & Rozger LLP  
80 Pine Street, 33rd Floor  
New York, New York 10005  
Tel: (212) 509-1616  
bmenken@nyemployeeelaw.com  
*Attorneys for Plaintiff*